

EXHIBIT H

From: Yorita, Terufumi
To: Larry Horn
CC: AVCGroup; Toru Ito; Tatsuya Sagawa; Jaime.Siegel@us-ti-xims-1.am.sony.com
Sent: 3/16/2004 2:14:55 AM
Subject: RE: Revised AVC Draft License

Dear Larry,

Thank you for your quick response. I think the words used in our comment was too strong and we didn't intend so. I would like to withdraw the comment on 8.3 and to share my concern with you instead.

My concern is that it would be difficult for MPEG LA to convince potential Licensees to agree with this provision since the requirement in the provision is not consistent with the scope of the license grant (unless Licensee elects an Enterprise License). While I understand and agree with you that the provision is for the interest of both Licensors and Licensees, some potential Licensees may argue such inconsistency.

If you and other Licensors see no issues with the above, then Sony is fine with the revised language of 8.3.

Regards,

Terufumi Yorita

At 15:06 04/03/15 -0700, Larry Horn wrote:

>Dear Yorita-san,

>

>We will address your other comments in due course, but I want to comment
 >here on Section 8.3. The proposed change makes this like the grantback
 >in other licenses. It is in the interest of fairness both to other
 >Licensees as well as Licensors because it assures that an affiliate of a
 >Licensee that owns an essential patent cannot decline to license the
 >essential patent on fair and reasonable terms.

>

>Best regards,

>Larry

>

>-----Original Message-----

>From: Terufumi Yorita

>Sent: Monday, March 15, 2004 4:04 AM

>To: Larry Horn; AVCGroup

>Cc: Toru Ito; Tatsuya Sagawa; Jaime.Siegel@us-ti-xims-1.am.sony.com

>Subject: Re: Revised

>

>-----Original Message-----

>From: Terufumi Yorita

>Sent: Monday, March 15, 2004 4:04 AM

>To: Larry Horn; AVCGroup

>Cc: Toru Ito; Tatsuya Sagawa; Jaime.Siegel@us-ti-xims-1.am.sony.com

>Subject: Re: Revised AVC Draft License

>

>

>Dear Larry and all:

>

>Sorry to be late. The followings are Sony's comments on the revised
 >draft:

>

>- Article 1.32: to avoid any unnecessary confusion and to be consistent
 > with Art. 1.16 "Codec Licensee Customer", "OEM Customer-Licensee"
 > should be "OEM Licensee Customer". See also below comment on Art.
 >2.6.

>


>- Article 2.1: Consumer's encoding use should not be limited to

>"encoding
> AVC Video to be Transmitted to a Consumer" since Consumer may encode
> for its own viewing (in such case there is no Transmission).
>
>- Article 2.6: Should OEM Licensee's Sale or offer for Sale be limited
> to the OEM Licensee Customer? Otherwise, the definition thereof is
>not
> necessary (no other provisions use the definition).
>
>- Articles 3.1.1 and 3.1.6: allow me to raise my previous comment on
> February 2nd which reads as follows:
>
> "If there is no particular reason, we believe Article 3.1.1 should
> have the same "option" system as Article 3.1.7. We think that the
> current Article 3.1.1 cap system is not practical because it raises
> several issues on how (i) to calculate the "combined Sales" among
> Licensees in the Enterprise and (ii) to allocate each Licensee's
> share of the payment when combined royalty hits the cap."
>
> In the separate e-mail to us, Larry explained the reason why
> Enterprise License in 3.1.7 requires Licensee to identify Affiliates
> to be included which we understand and agree with. However, we don't
> see any reason to have different cap system in 3.1.1 (AVC Product
> License) and 3.1.6 (OEM License) from the one in 3.1.7. For the
> reasons we stated above, I think 3.1.1/3.1.6 should have the same
> cap system as 3.1.7.
>
> We would like to ask other Licensors (especially those who will
> likely execute the Agreement as Licensee) to provide us with their
> thoughts on this issue.
>
>- Article 8.3: the proposed change is unacceptable to Sony. We believe
> the change is unnecessary and inconsistent with other provisions
> (such as 8.4).
>
>- Typos we noticed:
> 1.21: "... for their, its or an End User's personal use ..."
> 1.32: "... (ii) Licensee under it own brand name ..."
> 3.11.2: "... at the election of MPEG LA, ..."
>
> *"Section(s)" are used instead of "Article(s)" in several provisions.
>
>Regards,
>
>Terufumi Yorita
>Strategy & Licensing Dept.
>Sony Corporation
>
>At 12:08 04/02/26 -0700, Larry Horn wrote:
> >Dear Colleagues,
> >
> >Attached are revised drafts of the AVC License in both redlined
> >(showing changes from the last draft) and clean versions. We have
> >carefully considered everyone's comments (some were posted on the
> >reflector, but many others were not) and have addressed many of them in
> >
> >the revised document. Thank you for all your effort. You have pointed
> >
> >out some inconsistencies, some oversights, some legal questions, some
> >word choices, and places where the license could be simplified. It was
> >all very helpful. To the extent your comments are not incorporated, we
> >
> >did so for a specific reason. In some cases the reasons will be
> >obvious and in some cases I will communicate the reasons to you
> >directly, but in all cases we would be glad to discuss them with you if
> >
> >you have questions.
> >


> >While all of the changes are important and make the License simpler,
> >none of them is "major" in the sense of materially changing the terms
> >of the last draft. Of specific note: As a benefit of our consultation
> >with both Japan and European broadcasters, the draft License has been
> >revised so the sublicense pertaining to free television broadcast can
> >be applied to any broadcast conditions worldwide. For example, there
> >are no longer any limitations (e.g., 25% coverage) on supplemental free
>
> >broadcasts by cable and satellite. Instead of being called Over-the-Air
>
> >Free Broadcast AVC Video, this sublicense is renamed "Free Television
> >AVC Video" (Section 1.24) and also includes free broadcast by cable and
>
> >satellite without limitation as to percentage of market covered. A
> >broadcaster is responsible for both the transmission and retransmission
>
> >of its signal.
> >
> >We look forward to any additional comments, which we would appreciate
> >by Friday 5 March.
> >
> >Best regards,
> >Larry
> >
> >
> >

EXHIBIT I


2006 Video Networks Users' Conference





AVC Patent Portfolio License





MPEG LA is a not-for-profit organization that manages patent pools for video and audio technologies. It is a 501(c)(6) organization. For more information, please visit our website at www.mpeg-la.com.

H.264

H.263


H.262

H.261






H.260

Overview

- The MPEG LA Alternative Licensing Model: What Problem Does It Solve?
- AVC Patent Portfolio License



MPEG LA is a not-for-profit organization that manages the licensing of patents for MPEG-2, H.264/AVC, and other products of interest to the industry. It was founded in 2000.



MPEG LA: Background



- In the 1990s the MPEG-2 standard faced a patent thicket
- Single biggest challenge to MPEG-2 adoption was access to essential intellectual property rights
- MPEG-2 IPR of many parties created potential confusion, conflict and cost, making it virtually impossible for the standard to be used
- MPEG LA offered an alternative as a solution addressing the market's need for transactional efficiency and convenience
- MPEG-2 became the most successful standard in consumer electronics history, and the MPEG LA® Licensing Model has become the template for addressing other patent thickets

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MPEG LA: Background



- Patent Thickets – interdependence of complementary patents owned by multiple patent owners

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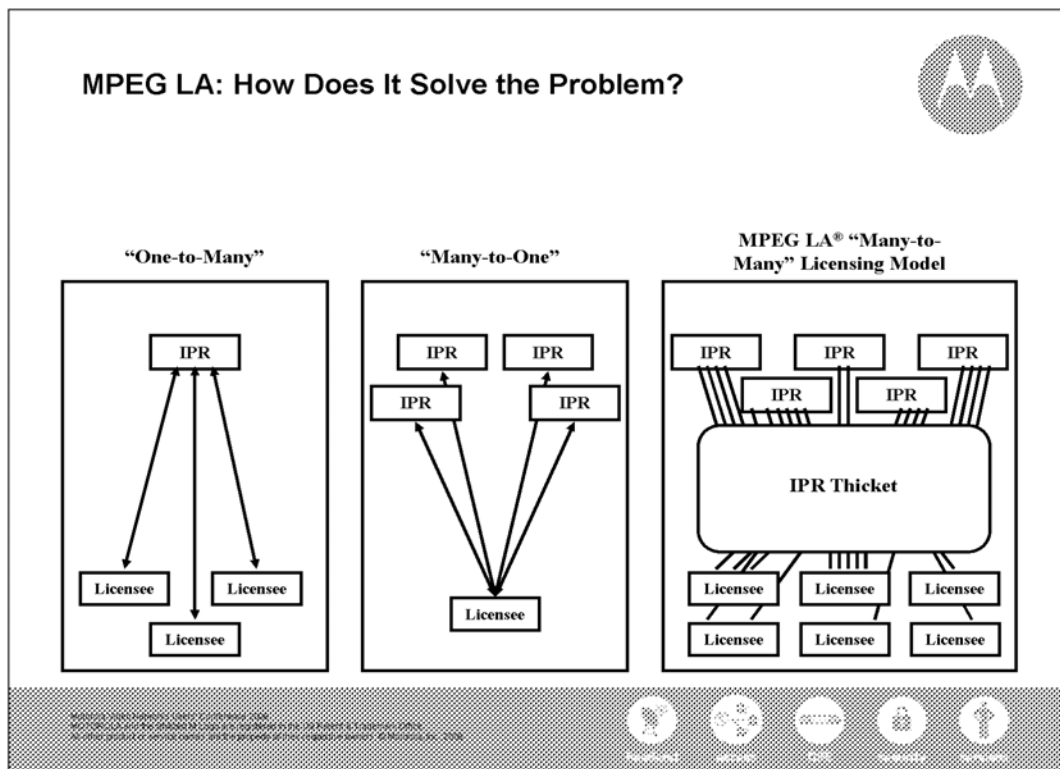
MPEG LA: How Does It Solve the Problem?



- Offers alternative to assist users with their technology choices
- Balancing reasonable access for users with reasonable return to patent owners

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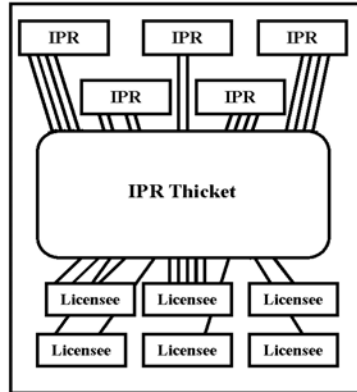




MPEG LA: How Does It Solve the Problem?



MPEG LA® “Many-to-Many” Licensing Model



The MPEG LA® Licensing Model enables *fair, reasonable, nondiscriminatory* access to essential IPR owned by multiple IPR owners in a single transaction as an alternative to separate licenses

MPEG LA is granted a nonexclusive sublicense from essential IPR owners, collects and distributes royalties for the benefit of the essential IPR owners, and receives an administrative fee out of royalties collected

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MPEG LA: Licenses Under Administration



•Wherever an independently administered joint patent license would provide a helpful marketplace alternative

- MPEG-2 Video and Systems
- IEEE 1394 (and IEC 61883)
- DVB-T
- MPEG-4 Visual
- AVC/H.264
- Others in process – Digital Rights Management (DRM) including OMA DRM 1.0 and 2.0, VC-1, ATSC, DVB-H, Blu-ray Disc™
- Applications in new industries and new models in the making

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The Process of Getting to What Works



- First meeting of essential patent holders held June 24, 2003 following call for patent submissions and initial patent evaluations
- Preliminary license terms announced November 17, 2003
- Final license terms announced May 18, 2004
- License issued July 15, 2004

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MPEG-4 Audio Standard, Version 2.0, Copyright © 2003
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AVC Patent Portfolio License: Coverage



•Each patent in the AVC Patent Portfolio License is “essential” for implementing the AVC standard

- As currently defined in ITU-T Rec. H.264 (March 2005)
- A patent is essential if one or more of its claims is infringed

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AVC Patent Portfolio License



Current Patent Holders Include:

- DAEWOO Electronics Corporation
- Electronics and Telecommunications Research Institute (ETRI)
- France Télécom S.A.
- Fraunhofer-Gesellschaft zur Foerderung der angewandten Forschung e.V.
- Fujitsu Limited
- Hitachi, Ltd.
- Koninklijke Philips Electronics N.V.
- LG Electronics Inc.
- LSI Logic Corporation
- Matsushita Electric Industrial Co., Ltd.
- Microsoft Corporation
- Mitsubishi Electric Corporation
- Robert Bosch GmbH
- Samsung Electronics Co., Ltd.
- Sedna Patent Services, LLC
- Sharp Corporation
- Siemens AG
- Sony Corporation
- The Trustees of Columbia University in the City of New York
- Toshiba Corporation
- UB Video inc.
- Victor Company of Japan (JVC)

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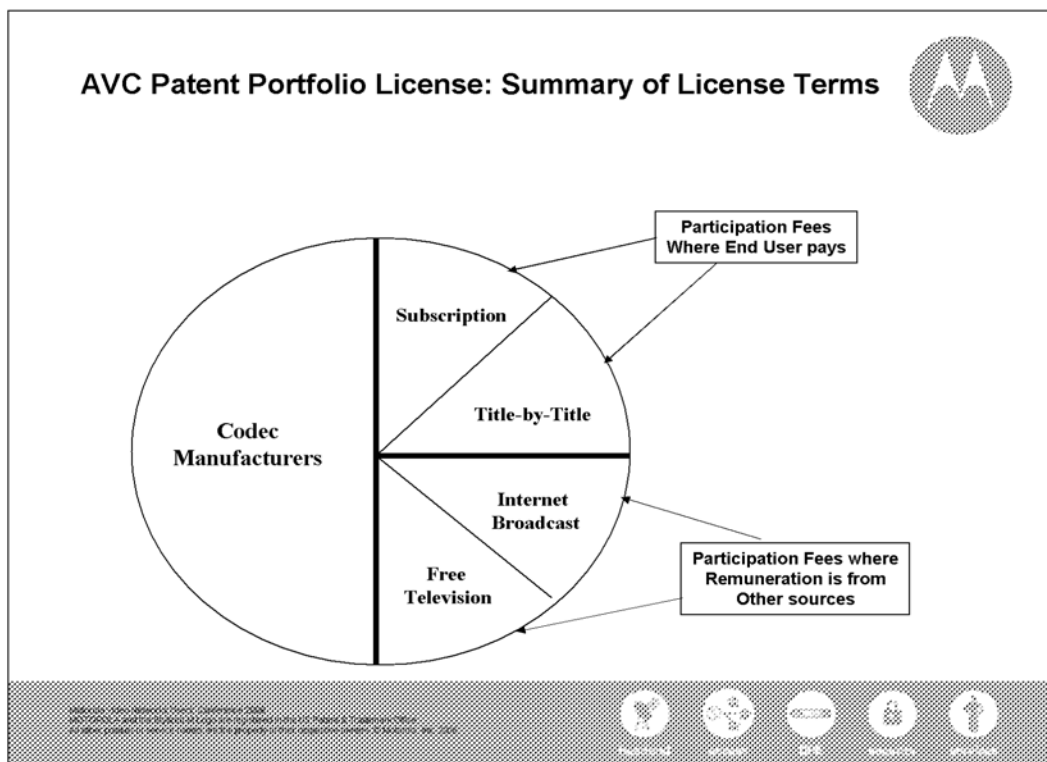
AVC Patent Portfolio License



- Licensors include all of their essential patents worldwide
- Attachment 1 to the AVC Patent Portfolio License is updated regularly
- More patents in the evaluation pipeline
- New Licensors and essential patents may be added at no additional royalty during term; coverage for whole term

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AVC License Summary: Codec Manufacturers



•Products sold to end users and OEM for PC but not part of OS (decoder, encoder or product consisting of one decoder and one encoder – “unit”)

- 0 – 100,000 units/year = no royalty (available to one legal entity in an affiliated group)
- US \$0.20 per unit after first 100,000 units/year
- Above 5 million units/year, royalty = US \$0.10 per unit
- Enterprise Cap: \$3.5 M/year 2005-2006; \$4.25 M/year 2007-2008; \$5 M/year 2009-10

•An Enterprise selling branded OEM for PC OS may pay for its customer

- 0 – 100,000 units/year = no royalty (available to one legal entity in an affiliated group)
- US \$0.20 per unit after first 100,000 units/year
- Above 5 million units/year, royalty = US \$0.10 per unit
- Enterprise cap: \$3.5 M/year 2005-2006; \$4.25 M/year 2007-2008; \$5M/year 2009-10

•Includes make, sell and limited right of consumer use by or between end users (e.g., in connection with a video teleconference or mobile messaging)

•Royalties payable for products from January 1, 2005 forward

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AVC License Summary: Participation Fees

- Where End User pays for AVC Video

- Title-by-Title – 12 minutes or less = no royalty; >12 minutes in length = lower of (a) 2% or (b) \$0.02 per title
- Subscription (not limited by title) – 100,000 or fewer subscribers/yr = no royalty; >100,000 to 250,000 subscribers/yr = \$25,000; >250,000 to 500,000 subscribers/yr = \$50,000; >500,000 to 1M subscribers/yr = \$75,000; ?1M subscribers/yr = \$100,000

- Where remuneration is from other sources

- Free Television – (a) one-time \$2,500 per transmission encoder or (b) annual fee starting at \$2,500 for >100,000 HH rising to maximum \$10,000 for >1M HH
- Free Internet Broadcast (not title-by-title, not subscription) – no royalty during first term (through 2010; not greater than free television thereafter)

- Enterprise cap: \$3.5M/yr 2006-07; \$4.25M/yr 2008-09, \$5M/yr 2010

- Royalties payable for services from January 1, 2006 forward

AVC License Summary: Participation Fees
 AVC License Summary: Participation Fees
 All other products or services within the AVC system are subject to separate licensing terms.



AVC License Summary: License Term



- First term: August 1, 2002 – December 31, 2010
- Renewable for successive 5-year periods for the life of any Portfolio patent on reasonable terms and conditions
- Rate protection on Renewal – royalty rates for specific license grants (except for Internat Broadcast AVC*) will not increase by more than 10% at renewals

*Section 3.1.5 of the AVC Patent Portfolio License

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AVC License Summary: Other Provisions



- Most Favorable royalty rates clause
- Licensee data is protected as confidential
- Grant-back on essential patents similar in scope to license grants
- No marking requirements

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EXHIBIT J

Google Inc.
1600 Amphitheatre Parkway
Mountain View, CA 94043



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www.google.com

February 28, 2010

Via email (cc via Federal Express)

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Re: Notifications pursuant to AVC Patent Portfolio License

Dear Mr. Futa and Ms. Bowman,

Google Inc. hereby provides written notification under section 3.1.1 of the AVC Patent Portfolio License (herein after "the AVC License") that we elect to pay the amount specified in section 3.1.1 (\$5,000,000) for calendar year 2010. We plan to pay this amount by March 31, 2010.

Google Inc. also hereby provides written notification under section 3.1.6.1 of the AVC License that Google Inc. will begin shipping Chrome OS sometime in 2010 and will pay OEM license fees should Chrome OS qualify as an OEM AVC Product under section 1.33 of the AVC License.

Google Inc. also hereby provides written notification under section 3.1.7 of the AVC License that Google Inc. will be paying any licensing fees due under sections 3.1.2, 3.1.3, 3.1.4, and 3.1.5 for its affiliate YouTube. We are currently talking with Mr. Alan Harkness of MPEG-LA about obtaining a license for YouTube and other Google affiliates.

Sincerely,

Laura A. Majerus
Patent Counsel
Google Inc.
1600 Amphitheatre Parkway
Mountain View, CA 94043
650-253-0048

EXHIBIT K

From: "Ryan Rodriguez" <RRodriguez@mpegla.com>
To: <lmajerus@google.com>
Subject: Affiliate Letters
Received(Date): Fri, 8 Oct 2010 19:13:19 -0400
[Google AVC Affiliate Letter 8October2010.doc](#)
[Google MPEG-4 Visual Affiliate Letter 8October2010.doc](#)

Hi, Laura.

For your review, I have attached drafts of the Affiliate letters for Google's AVC and MPEG-4 Visual Licenses. If the letters are acceptable to you, I will prepare copies on MPEG LA letterhead and send them to you for Google's signature.

I look forward to hearing from you again soon.

Best regards,

Ryan

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